

State: District of Columbia **First Filing Company:** Employers Insurance Company of Wausau, ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Commercial General Liability
Project Name/Number: LC Group 9/2016-MU-21-GL-C-F

Filing at a Glance

Companies: Employers Insurance Company of Wausau
Wausau Underwriters Insurance Company
Liberty Mutual Insurance Company
Liberty Mutual Fire Insurance Company
LM Insurance Corporation
The First Liberty Insurance Corporation
Liberty Insurance Corporation

Product Name: Commercial General Liability

State: District of Columbia

TOI: 17.0 Other Liability-Occ/Claims Made

Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Filing Type: Form

Date Submitted: 11/18/2016

SERFF Tr Num: LWCM-130799276

SERFF Status: Submitted to State

State Tr Num:

State Status:

Co Tr Num: 2016-MU-21-GL-CL-F

Effective Date 08/01/2017

Requested (New):

Effective Date 08/01/2017

Requested (Renewal):

Author(s): Michelle Skidmore, Tammy Palmbach

Reviewer(s):

Disposition Date:

Disposition Status:

Effective Date (New):

Effective Date (Renewal):

State: District of Columbia **First Filing Company:** Employers Insurance Company of Wausau, ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
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General Information

Project Name: LC Group 9	Status of Filing in Domicile:
Project Number: 2016-MU-21-GL-C-F	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 11/18/2016	
State Status Changed:	Deemer Date:
Created By: Tammy Palmbach	Submitted By: Tammy Palmbach
Corresponding Filing Tracking Number:	

Filing Description:

We submit this filing for your review.

We are requesting this filing to be applicable to all policies effective on or after 08/01/2017 for new and renewal business.

Please feel free to contact me with any questions or concerns. Your review and acknowledgement/approval of this submission is appreciated.

Company and Contact

Filing Contact Information

Tammy Palmbach, Product Technician	tammy.palmbach@libertymutual.com
2000 Westwood Dr	715-261-5596 [Phone]
PO Box 8017	715-261-5121 [FAX]
Wausau, WI 54401	

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Filing Company Information

Employers Insurance Company of Wausau PO Box 8017 Wausau, WI 54402-8017 (877) 792-8728 ext. [Phone]	CoCode: 21458 Group Code: 111 Group Name: Liberty Mutual Insurance FEIN Number: 39-0264050	State of Domicile: Wisconsin Company Type: Property and Casualty State ID Number:
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Wausau Underwriters Insurance Company PO Box 8017 Wausau, WI 54402-8017 (877) 792-8728 ext. [Phone]	CoCode: 26042 Group Code: 111 Group Name: Liberty Mutual Insurance FEIN Number: 39-1341459	State of Domicile: Wisconsin Company Type: Property and Casualty State ID Number:
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Liberty Mutual Insurance Company PO Box 8017 Wausau, WI 54402-8017 (877) 792-8728 ext. [Phone]	CoCode: 23043 Group Code: 111 Group Name: Liberty Mutual Insurance FEIN Number: 04-1543470	State of Domicile: Massachusetts Company Type: Property and Casualty State ID Number:
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Liberty Mutual Fire Insurance Company PO Box 8017 Wausau, WI 54402-8017 (877) 792-8728 ext. [Phone]	CoCode: 23035 Group Code: 111 Group Name: Liberty Mutual Insurance FEIN Number: 04-1924000	State of Domicile: Wisconsin Company Type: Property and Casualty State ID Number:
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LM Insurance Corporation PO Box 8017 Wausau, WI 54402-8017 (877) 792-8728 ext. [Phone]	CoCode: 33600 Group Code: 111 Group Name: Liberty Mutual Insurance FEIN Number: 04-3058504	State of Domicile: Illinois Company Type: Property and Casualty State ID Number:
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The First Liberty Insurance Corporation PO Box 8017 Wausau, WI 54402-8017 (877) 792-8728 ext. [Phone]	CoCode: 33588 Group Code: 111 Group Name: Liberty Mutual Insurance FEIN Number: 04-3058503	State of Domicile: Illinois Company Type: Property and Casualty State ID Number:
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Liberty Insurance Corporation PO Box 8017 Wausau, WI 54402-8017 (877) 792-8728 ext. [Phone]	CoCode: 42404 Group Code: 111 Group Name: Liberty Mutual Insurance FEIN Number: 03-0316876	State of Domicile: Illinois Company Type: Property and Casualty State ID Number:
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Filing Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

State: District of Columbia

First Filing Company:

Employers Insurance Company of Wausau, ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

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Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
1		Coverage Territory Redefined	LC 29 01 08 17	08 17	END	Replaced	Previous Filing Number:		0.000	LC 29 01 08 17.pdf
							Replaced Form Number:	LC 29 01 10 13		
2		Coverage Territory Redefined United States and Puerto Rico - Limited Worldwide Coverage - Domestic Suits	LC 29 20 08 17	08 17	END	New			0.000	LC 29 20 08 17.pdf
3		Coverage Territory Redefined United States and Puerto Rico - Limited Worldwide Coverage Including Foreign Suits	LC 29 21 08 17	08 17	END	New			0.000	LC 29 21 08 17.pdf
4		Composite Rate	LC 99 12 08 17	08 17	END	Replaced	Previous Filing Number:		0.000	LC 99 12 08 17.pdf
							Replaced Form Number:	LC 99 12 10 13		

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE TERRITORY REDEFINED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

1. Amended Definition - Coverage Territory

The definition of "coverage territory" in the Definitions section is replaced by the following:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any place included in Paragraph a. above; or
- c. Anywhere in the world, except:
 - (1) Any country or jurisdiction which is subject to trade or other economic sanctions or embargo by the United States of America or Canada, if inclusion of such country or jurisdiction in the "coverage territory" would violate or contravene such sanctions or embargos or any other statute, regulation or order enforced by the U.S. Department of Treasury, Office of Foreign Assets Control or any Canadian governmental agency; or
 - (2) With respect to injury or damage arising out of your "foreign based operations". As used herein, "foreign based operations" means:
 - (a) Construction, fabrication or erection operations outside the territory described in Paragraph a. above;
 - (b) The manufacturing, raising, or growing of goods or products outside the territory described in Paragraph a. above;
 - (c) The rendering of services outside the territory described in Paragraph a. above at or from locations outside the territory described in Paragraph a. above;
 - (d) The installing, selling or distributing of goods or products manufactured, raised or grown or services rendered outside the territory described in Paragraph a. above at or from locations outside the territory described in Paragraph a. above; and
 - (e) Any other operations performed at premises or property owned, rented or used by you which is outside the territory described in Paragraph a. above, or your operations from such premises or property.

2. Investigation, Defense, Settlement - Foreign Claims or Suits

The insured under our supervision shall investigate, defend or settle any claim or "suit" brought in any country where we are prevented by law in that country from carrying out this agreement.

We will reimburse the insured for the reasonable costs of such investigation and defense and, within the applicable limit of insurance, for the amount of any settlement made with our prior written consent. All reimbursements we make will be in U.S. currency reflecting the prevailing exchange rate at the time of reimbursement.

3. Other Insurance

The following provision applies only to the Commercial General Liability and Products/Completed Operations Liability Coverage Parts.

This insurance is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis that is coverage required by law, regulation or other governmental authority in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico and Canada.

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COVERAGE TERRITORY REDEFINED
UNITED STATES AND PUERTO RICO – LIMITED WORLDWIDE COVERAGE – DOMESTIC SUITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART

The definition of "coverage territory" in Section V - Definitions is replaced by the following:

"Coverage territory" means:

- a. The United States of America (including its territories and possessions) and Puerto Rico;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication,

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COVERAGE TERRITORY REDEFINED
UNITED STATES AND PUERTO RICO – WORLDWIDE COVERAGE INCLUDING FOREIGN SUITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

1. Amended Definition - Coverage Territory

The definition of "coverage territory" in the Definitions section is replaced by the following:

- a. The United States of America (including its territories and possessions) and Puerto Rico;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any place included in Paragraph a. above; or
- c. Anywhere in the world, except:
 - (1) Any country or jurisdiction which is subject to trade or other economic sanctions or embargo by the United States of America, if inclusion of such country or jurisdiction in the "coverage territory" would violate or contravene such sanctions or embargos or any other statute, regulation or order enforced by the U.S. Department of Treasury or Office of Foreign Assets Control; or
 - (2) With respect to injury or damage arising out of your "foreign based operations". As used herein, "foreign based operations" means:
 - (a) Construction, fabrication or erection operations outside the territory described in Paragraph a. above;
 - (b) The manufacturing, raising, or growing of goods or products outside the territory described in Paragraph a. above;
 - (c) The rendering of services outside the territory described in Paragraph a. above at or from locations outside the territory described in Paragraph a. above;
 - (d) The installing, selling or distributing of goods or products manufactured, raised or grown or services rendered outside the territory described in Paragraph a. above at or from locations outside the territory described in Paragraph a. above; and
 - (e) Any other operations performed at premises or property owned, rented or used by you which is outside the territory described in Paragraph a. above, or your operations from such premises or property.

2. Investigation, Defense, Settlement - Foreign Claims or Suits

The insured under our supervision shall investigate, defend or settle any claim or "suit" brought in any country where we are prevented by law in that country from carrying out this agreement.

We will reimburse the insured for the reasonable costs of such investigation and defense and, within the applicable limit of insurance, for the amount of any settlement made with our prior written consent. All reimbursements we make will be in U.S. currency reflecting the prevailing exchange rate at the time of reimbursement.

3. Other Insurance

The following provision applies only to the Commercial General Liability and Products/Completed Operations Liability Coverage Parts.

This insurance is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis that is coverage required by law, regulation or other governmental authority in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions) and Puerto Rico.

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPOSITE RATE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK

With regard to composite rated premium for this policy, exposure types are defined as:

- A. **Admissions means:** Shall be calculated in accordance with Division 6, Rule 24 of the ISO Commercial Lines Manual, Premium Basis A. Admissions.
- B. **Area means:** Shall be calculated in accordance with Division 6, Rule 24 of the ISO Commercial Lines Manual, Premium Basis A. Area. Changes in exposure during each annual rating period shall be determined by averaging the exposure that is used as a premium basis at the beginning and end of each annual rating period.
- C. **Each means:** Shall be calculated based on the sum of the units of exposure noted as the premium basis. Changes in exposure during each policy period shall be determined by averaging the exposure used as the premium basis at the effective and expiration dates of each policy period.
- D. **Gross Sales means:** Shall be calculated in accordance with Division 6, Rule 24 of the ISO Commercial Lines Manual, Premium Basis A. Gross Sales.
- E. **General Liability Payroll:** Shall be calculated in accordance with Division 6, Rule 24 of the ISO Commercial Lines Manual, Premium Basis E. Payroll.
- F. **Total Cost:** Shall be calculated in accordance with Division 6, Rule 24 of the ISO Commercial Lines Manual, Premium Basis F. Total Cost.
- G. **Total Operating Expenditures:** Shall be calculated in accordance with Division 6, Rule 24 of the ISO Commercial Lines Manual, Premium Basis G. Total Operating Expenditures.
- H. **Workers Compensation Payroll:** Shall be calculated in accordance with the NCCI Basic Manual Rule 2.B, or the corresponding rules in the applicable state manual for independent states and the monopolistic states of OH, ND and WY.

For payroll in the monopolistic state of WA, the payroll shall be computed in accordance with the NCCI Basic Manual Rule 2.B. with the exception of the handling of executive officers, sole proprietors and partners. Executive officers, sole proprietors and partners in WA will be included in the audit using the flat payroll amount as indicated in the ISO Commercial Lines Manual, Rule 24, State Exceptions for WA.

For payroll in the U.S. territories of Puerto Rico, Guam and the U.S. Virgin Islands, the payroll shall be calculated in accordance with the NCCI Basic Manual Rule 2.B. with the exception of the handling of executive officers, sole proprietors and partners. Executive officers, sole proprietors and partner in Puerto Rico and Guam will be included in the audit using the flat payroll amount as indicated in the ISO Commercial Lines Manual, Rule 24, State Exceptions for the applicable U.S. territory. Executive officers, sole proprietors and partners in the U.S. Virgin Islands will be included in the audit using the flat payroll as indicated in the ISO Commercial Lines Manual, Rule 24, State Exceptions for Puerto Rico.

- I. **Units means:** Shall be calculated in accordance with Division 6, Rule 24 of the ISO Commercial Lines Manual, Premium Basis H. Units
- J. **Other means:**

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Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Consulting Authorization
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Inventory
Comments:	
Attachment(s):	Inventory - CW.pdf
Item Status:	
Status Date:	

Form Name	Form Number	Replaces Form Number	Intent or Purpose of Form	Optional or Mandatory	Broadens or Restricts
Coverage Territory Redefined	LC 29 01 08 17	LC 29 01 10 13	Expands definition of coverage territory to provide limited worldwide coverage.	Optional	Broadens
Coverage Territory Redefined United States and Puerto Rico - Limited Worldwide Coverage - Domestic Suits	LC 29 20 08 17	New	Redefines coverage territory to remove Canada from the definition. Coverage for Canadian based operations will be provided under a separate Canadian CGL policy. Suits must be brought in the US or PR.	Optional	Broadens
Coverage Territory Redefined United States and Puerto Rico - Limited Worldwide Coverage Including Foreign Suits	LC 29 21 08 17	New	Redefines coverage territory to remove Canada from the definition. Coverage for Canadian based operations will be provided under a separate Canadian CGL policy. Suits may be brought worldwide.	Optional	Broadens
Composite Rate	LC 99 12 08 17	LC 99 12 10 13	Provides the exposure types for composite rating.	Optional	Broadens